

SWETEK Pro-Rata warranty

SWETEK offers a 10 year pro-rata warranty, from date of delivery, on material and workmanship for the Adaptive Tank System (ATS) used for storage of potable or irrigation water.

For all other storage applications, warranty conditions will apply as set forth at time of quotation.

SWETEK will, at its sole discretion, repair or replace a tank providing the tank was installed and constantly used in the initial location, according to the originally specified application and in accordance with the operating instructions.

(Replacement copies of operating instructions are available from SWETEK on request)

SWETEK's liability is limited to either repair or replacement of its product. By accepting delivery of the product, owner and/or user waives any claim against SWETEK for incidental or consequential damages as they relate to lost profits or sales or to injury of persons or property.

Any labour, freight or handling charges associated with product replacement is not covered by the limited Pro-Rata warranty.

This warranty will be nullified if:

1. Product has been used in manner other than the originally declared purpose or if SWETEK recommendations have not been followed.
2. Product has not been installed, used, and maintained in accordance with
 - a) all Commonwealth, State, and local laws and regulations;
 - b) generally accepted best practices within the applicable industry;
 - c) guidelines set forth in the SWETEK installation manual.
3. Product has been altered or repaired by unauthorised personnel.
4. Notification of the defect has not been made in writing within the warranty period.
5. The warranty registration form is not returned to SWETEK within thirty (30) days of delivery.
6. Claims must be submitted to SWETEK offices no later than seven (7) days after the discovery of the defect.
7. Product has not been paid in full.

8. Product has been subjected to misuse, negligence, fire, accident, act of war, vandalism or act of God.
9. Tank is damaged through accidental access by wild animals and livestock.
10. Tank is damaged due to overfilling or accidental penetration.
11. The owner does not give fair and reasonable access to, or assistance in, determining the use of and extent of damage to product to a SWETEK representative.

The limited warranty described herein is SWETEK's sole warranty and the complete, final and exclusive statement of the terms of the warranty. Owner and/or user may not rely on any oral statement or representations. This warranty is neither assignable nor transferable.